

# ENGAGEMENT LETTERS

## BENEFITS-IN-KIND RETURNS

### SCHEDULE OF SERVICES

*Where benefits-in-kind (BiK) and/or expenses are 'payrolled' work and forms P11D(b) are prepared/reviewed/submitted in respect of such BiK/expenses paragraphs are included both in the payroll schedule of services Part 2 J and below.*

This schedule should be read in conjunction with the engagement letter and the terms of business.

#### **1. RESPONSIBILITIES AND SCOPE FOR BENEFITS-IN-KIND RETURN SERVICES**

##### **1.1. Recurring compliance work**

- 1.1.1. We will prepare and/or review forms P11D as may be required for each employee including directors based on the accounts, information and explanations provided to us on your behalf.
- 1.1.2. We will prepare and/or review form P11D(b) [to include the Class 1A NIC on benefits-in-kind and expenses, both on forms P11D and included in payroll].
- 1.1.3. We will submit the forms P11D for any benefits/employees for whom benefits are provided but not payrolled with the form P11D(b) after the form P11D(b) has been approved by you.
- 1.1.4. We will prepare and send to you the P11D information for you to forward to your employees and directors by the statutory due date of 6 July following the end of the tax year.
- 1.1.5. We will calculate your Class 1A NIC liability on the benefits and expenses [both returned in forms P11D and included in payroll] that you are obliged to pay HMRC by the due date, and send payment instructions to you.

##### **1.2. Excluded, ad hoc and advisory work**

- 1.2.1. The scope of our services provided to you will be only as set out above and all other services which we may offer are excluded. If you instruct us to do so, we will provide such other taxation, ad hoc and advisory services as may be agreed between us from time to time. These may be the subject of a separate engagement letter at our option. Where appropriate, we will agree with you a separate fee for any such work you instruct us to undertake. Examples of such work that you may wish to instruct us to undertake include:
  - a) assisting you with calculating the values for tax and NIC of benefits-in-kind provided to employees, including when provided by way of salary sacrifice and other optional remuneration arrangements;
  - b) dealing with any compliance check or enquiry by HMRC into the benefits-in-kind returns submitted;
  - c) preparing any amended returns which may be required and corresponding with HMRC as necessary;
  - d) advising on PAYE settlement agreements and/or approved expenses scale rates; and
  - e) conducting PAYE and benefits and expenses health checks.

1.2.2. If specialist advice is required, we may need to seek this from, or refer you to, appropriate specialists.

### **1.3. Changes in the law, in practice or in public policy**

1.3.1. We will not accept responsibility if you act on advice given by us on an earlier occasion without first confirming with us that the advice is still valid in the light of any change in the law, practice, public policy or in your circumstances.

1.3.2. We will accept no liability for losses arising from changes in the law (or the interpretation thereof), practice or public policy that are first published after the date on which the advice is given.

### **1.4. Your responsibilities**

1.4.1. Even though you are engaging us to help you meet your end-of-year benefits-in-kind return obligations, you are legally responsible for:

- a) ensuring that your declaration on form P11D(b) is true to the best of your knowledge and belief and therefore that [the entries on the related forms P11D] [and amounts of benefits-in-kind and expenses in the payroll] are correct and complete;
- b) filing any returns by the due date after the end of the tax year; and
- c) making payment of Class 1A NIC on time.

Failure to do any of the above may lead to penalties and/or interest.

1.4.2. The signatory to the return cannot delegate this legal responsibility to others. The signatory agrees to check that the forms that we have prepared for you are correct and complete before approving and signing them.

1.4.3. To enable us to carry out our work, you agree:

- a) that all returns are to be made on the basis of full disclosure;
- b) to provide full information necessary for dealing with your benefits-in-kind; we will rely on the information and documents being true, correct and complete and will not audit the information or those documents;
- c) to notify us by 19th May after the end of the tax year of all transactions or events which may need to be reflected in the forms P11D for the period, including details of all employees during the year and details of their remuneration packages;
- d) to authorise us to approach such third parties as may be appropriate that we consider necessary to deal with completing the benefits-in-kind returns; and
- e) to approve the returns by 30th June so they can be submitted on or before the filing deadline of 6 July after the end of the tax year.

If we do not hear from you by the above deadline, subject to any other agreement between us, we will take your silence as your approval for us to submit the returns.

You are no less responsible for errors in unapproved returns submitted on the basis of the information provided to and processed by us than if you had confirmed your approval of the returns.

1.4.4. If the information required to complete the benefits-in-kind returns set out above is received later than 19<sup>th</sup> May after the end of the tax year, we will still endeavour to process the information onto the BiK returns to meet the submission date but we will not be liable for any costs or other losses arising if submission is late. In such circumstances, we may charge an additional fee of £75.00.